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## UNITED STATES DEPARTMENT OF THE INTERIOR WATER AND POWER RESOURCES SERVICE Washoe Project, Nevada

Contract No. 0-07-20-W0211

15673

# SHORT-TERM CONTRACT FOR STORAGE SPACE IN STAMPEDE RESERVOIR

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Contract No. UNITED STATES 1 0-07-20-W0211 DEPARTMENT OF THE INTERIOR WATER AND POWER RESOURCES SERVICE 2 Washoe Project, Nevada 3 SHORT-TERM CONTRACT FOR STORAGE SPACE IN STAMPEDE RESERVOIR THIS CONTRACT, made this 25 day of September, 1980, 4 5 pursuant to the Act of February 21, 1911 (36 Stat. 25), and the Act 6 of August 1, 1956 (70 Stat. 775), and acts amendatory thereof or 7 supplementary thereto, all collectively hereinafter referred to as 8 the Federal reclamation laws, between THE UNITED STATES OF AMERICA, 9 specifically the Water and Power Resources Service, hereinafter 10 referred to as the W&P and the FISH AND WILDLIFE SERVICE, hereinafter 11 referred to as the Service; and the TRUCKEE-CARSON IRRIGATION DISTRICT, 12 hereinafter referred to as the District; and THE CITY OF RENO, herein-13 after referred to as the City. The District and the City are all public 14 agencies of the State of Nevada, duly organized, existing and acting 15 pursuant to the laws thereof, with respective places of business in 16 Fallon and Reno, Nevada, 17 WITNESSETH, that: 18 19 20

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1	EXPLANATORY RECITALS
2	WHEREAS, the W&P completed construction of Stampede Dam and
3	Reservoir in 1970, pursuant to the Washoe Project Act of August 1, 1956
4	(70 Stat. 775); and
5	WHEREAS, the City and the City of Sparks are upgrading and
6	expanding the Reno-Sparks Joint Water Pollution Control Plant (JWPCP)
7	pursuant to a funding grant from the Environmental Protection Agency
8	(EPA) designated EPA Project No. C320114, Early Start Project, here-
9	inafter referred to as the EPA Grant; and
10	WHEREAS, completion of the Reno-Sparks JWPCP expansion will
11	be accomplished in two stages referred to as the Early Start Project
12	and the Master Project; and
13	WHEREAS, Condition 10(d) of the EPA Grant requires that the
14	City have a water supply available to use as flow augmentation, if
15	necessary, to insure the current water quality in the Truckee River is
16	not degraded during the Early Start Project; and
17	WHEREAS, the District has offered to store up to 10,000 acre-
18	feet of District water, if available from the Little Truckee River,
19	in Stampede Reservoir to be used by the City for flow augmentation; and
20	WHEREAS, the W&P is willing to furnish excess storage space in
21	Stampede Reservoir for storage of District water provided excess storage
22	space is determined by the W&P to be available;

1	NOW, THEREFORE, in consideration of the covenants herein
2	contained, the parties agree as follows:
3	DEFINITIONS
4	1. When used herein, unless otherwise distinctly expressed or
5	manifestly incompatible with the intent hereof, the term:
6	(a) "Secretary" or "Contracting Officer" shall mean the
7	Secretary of the Interior or his duly authorized representative.
8	(b) "Project" shall mean the Washoe Project, California
9	and Nevada, of the Water and Power Resources Service.
LO	(c) "year" shall mean a calendar year.
11	(d) "District water" shall mean water to which the District
L2	has rights pursuant to the Orr Water Ditch Decree which incorporate
L3	by reference the 1935 Truckee River Agreement.
L4	(e) "Orr Water Ditch Decree" shall mean the final decree in
L5	the case, The United States of America v. Orr Water Ditch Company,
L6	et al., dated September 8, 1944, which incorporates by reference
L7	the 1935 Truckee River Agreement.
L8	(f) "Federal Water Master" shall mean the water master
9	appointed by the District Court of the United States in and for
20	the District of Nevada to administer the Orr Water Ditch Decree.
21	(g) "Stampede Reservoir" shall mean the reservoir constructed
22	as a feature of the Washoe Project which is located on the Little
2	Truckes Diver approximately 9 miles shows the confluence of the

Little Truckee and Truckee Rivers.

(h) "Derby Diversion Dam" shall mean the diversion dam on the Truckee River approximately 20 miles below Reno which diverts water into the Truckee Canal for carriage to Lahontan Reservoir and also for irrigation of the Truckee Division lands.

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- (i) "excess storage space" shall mean storage space in Stampede Reservoir in excess of storage space required to meet established flood control criteria and/or required for storage of Federal water.
- (j) "flow augmentation" shall mean water made available pursuant to Condition 10(d) of the EPA grant to maintain the current water quality in the Truckee River during the Early Start Project.

# TERM OF CONTRACT

2. This contract shall be effective on the date first hereinabove written and shall continue in effect for a period not to exceed 5 years from the above-referenced date, or until the Master Project is in operation, or an alternative contingency plan acceptable to EPA is developed by the City, whichever occurs first: Provided, That any party to this contract may terminate the contract upon a 1-year notification to all other parties hereto. In the event the contract is terminated, the requirement of Condition 10(d) of the EPA grant will remain an obligation of the City of Reno until completion of the Master Project and must be satisfied before the expiration of the 1-year expiration notice, or the stipulation in Condition 11 of the EPA Grant will apply.

#### STORAGE AND RELEASE OF WATER

- 3. (a) The District agrees to annually store up to 10,000 acre-feet of Little Truckee River water belonging to the District or its members in Stampede Reservoir which will be made available to the City to satisfy Condition 10(d) of the EPA Grant: Provided, That sufficient waters are available in the Little Truckee River prior to June 30th of each year which can be stored and used for this flow augmentation purpose.
  - (b) The W&P agrees to provide up to 10,000 acre-feet of excess storage space in Stampede Reservoir, provided excess storage space is available as determined by the Contracting Officer. In the event it becomes necessary for the Contracting Officer to spill water from Stampede Reservoir because excess storage space is no longer available, the quantity of water first spilled shall be deemed District water to the extent that such District water is in storage. The Contracting Officer shall, to the extent possible, inform the District by written notice, or otherwise, of the impending spill of District water from Stampede Reservoir. The Contracting Officer, to the extent that it is feasible to do so, will spill the water at a rate that will permit it to be recoverable at Derby Diversion Dam by the District. If the District water is so spilled then the obligation of the City to provide water for flow augmentation during that year, pursuant to this contract, shall be deemed to be the quantity so stored on June 30.

(c) Storage of District water in Stampede Reservoir for use by the City for flow augmentation will be accomplished pursuant to the following conditions:

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- (1) The actual storage of any District water will occur only after the District has first consulted with the Service and, as a result of that consultation, the Service determines without undue delay that storage of District water will not jeopardize 8 spawning or other operations being conducted by the Service in the 9 Truckee River upstream from Derby Diversion Dam. If the Service 10 denies storage it shall give its reasons for denial in writing to 11 the District and/or the City within 24 hours. If the Service's denial results in less than 10,000 acre-feet of District water being 12 stored in Stampede Reservoir on June 30 of any year, then the 13 obligation to store water for flow augmentation in that year shall be deemed to be the quantity so stored on June 30. 15
  - (2) After consulting with the Service, the District shall request the W&P to accomplish storage of District water in Stampede Reservoir. The W&P shall then request that the actual storage of said water be directed by the Federal Water Master.
  - (3) Subject to the terms of subsection 1 of subdivision (c) of this article, District water shall be stored in Stampede Reservoir at such times and in such amounts as directed by the District between March 1 and June 30 of each year: Provided, That if in any year the March 1 forecast by the Soil Conservation Service, whether published or otherwise, indicates the estimated

runoff for the April 1 through July 31 period of the Little Truckee
River is equal to or greater than 115,000 acre-feet, storage of
District water will not begin until April 1 of that year.

- (4) No storage of District water from the Little

  Truckee River in Stampede Reservoir will occur without a corresponding reduction in the amount of water the District is entitled to divert into the Truckee Canal. Time lag adjustments shall be directed by the Federal Water Master.
  - a. For the purposes of this contract if necessary, the maximum capacity of the Truckee Canal at the measuring station near the head of the Truckee Canal will be measured by the Federal Water Master and announced to all parties of this contract. It is agreed that District water for storage in Stampede Reservoir shall be considered as water available for District storage under this provision only to the extent that such quantity when added to the District's diversions at Derby Diversion Dam does not exceed that maximum capacity.
  - <u>b.</u> For example, when the District is entitled to divert 500 cubic feet per second at Derby Diversion Dam and the District directs that 300 cubic feet per second of its water shall be stored in Stampede Reservoir, then it is agreed that as the 300 cubic feet per second are stored, the District's diversions at Derby Diversion Dam will not exceed 200 cubic feet per second.

(5) The Contracting Officer shall provide the District with (1) a monthly report of the quantity of District water in storage in Stampede Reservoir on or before the 15th of each month, and (2) a report of the quantity of excess storage space available for storage of District water on or before the 15th of each month prior to June 30th of each year.

- (6) If it is determined by the parties to this contract that less than 10,000 acre-feet of water is needed annually to satisfy Condition 10(d) for flow augmentation, then the annual quantity of District water to be stored in Stampede Reservoir shall be reduced to that lesser quantity.
- (d) District water for flow augmentation will be released from Stampede Reservoir pursuant to the following conditions:
  - (1) When flow augmentation is required, as determined in subdivision (a) of Article 4, the Service shall notify the City and the District of the quantity of water to be released. The District shall notify the W&P who shall then request that the actual releases of said water be directed by the Federal Water Master.
  - (2) It is agreed that for each acre-foot of District water that the District directs to be stored from the Little Truckee River in Stampede Reservoir instead of diverted at Derby Diversion Dam, the District shall be entitled to receive said acre-foot of water at Derby Diversion Dam upon release of that water from Stampede Reservoir.

(3) The District stored water will be released for flow augmentation at a rate not to exceed 100 cubic feet per second and shall be conveyed without loss to Derby Diversion Dam.

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(4) On or before September 1 of each year the City, after consultation with the Service, shall advise the District, in writing, as to the amount of flow augmentation water, if any, that will be required for the remainder of the calendar year. Any excess District water in storage above that quantity shall be subject to the District's sole control, and that excess water shall be released upon the District's demand or left in storage to be used for the following year as directed by the District: <a href="Provided">Provided</a>, That any water so left in storage, together with water stored in the following year, will not exceed 10,000 acre-feet.

### MONITORING WATER AND DILUTION REQUIREMENTS

- 4. (a) The Service shall determine whether the Truckee River requires flow augmentation. If, in the opinion of the Service, the Truckee River requires flow augmentation, the Service shall determine the quantity of water necessary for release from Stampede Reservoir to achieve flow augmentation requirements.
- 20 (b) For purposes of this contract only, it is agreed and under21 stood that the W&P has neither the responsibility nor the obligation to
  22 determine either Truckee River water quality or the amount of District
  23 water required for flow augmentation purposes.

PAYMENT

2	5. (a) The District shall pay the W&P \$33,000 annually on or
3	before the first day of March of each year during the term of this contract
4	for 10,000 acre-feet of storage space in Stampede Reservoir. The first
5	annual payment by the District to the W&P under this contract will be
6	made within 30 days after execution of this contract and if it is not
7	possible to store water in 1980, no payment will be due.
8	(b) The City agrees that it will reimburse the District for any
9	charges that are incurred by the District in connection with the storage
10	of the District's or its members' water in Stampede Reservoir as provided

- charges that are incurred by the District in connection with the storage of the District's or its members' water in Stampede Reservoir as provided herein, and the City will indemnify and save harmless the District from any and all claims that may be made against the District as a consequence of the storage of up to 10,000 acre-feet of District's or its members' water in Stampede Reservoir, including any and all claims that might be made against the District or its members by the United States or any of its agencies, bureaus or departments. The City further agrees that in the event of litigation arising out of this agreemnt, the City will reimburse the District for its litigation costs incurred as the result of such litigation, including reasonable attorney's fees and expert witness fees.
  - (c) The District's payment may be reduced proportionately, as determined by the Contracting Officer, during any year under the conditions listed below, and may, at the option of the District, be refunded or credited upon amounts to become due to the United States from the District in the ensuing year.

1	(1) If less than 10,000 acre-feet of flow augmentation
2	water is required pursuant to Article 3(c)(6); or
3	(2) If in any year excess storage space or portion
4	thereof is not available in Stampede Reservoir, as determined by the
5	Contracting Officer; or
6	(3) If denial of storage by the Service results in less
7	than 10,000 acre-feet being stored; or-
8	(4) If there is not sufficient District water available
9	in Little Truckee River prior to June 30 which can be used and
10	stored in Stampede Reservoir to provide 10,000 acre-feet of stored
11	water for flow augmentation.
12	MODIFICATION AND CANCELLATION OF CONTRACT
13	6. The parties hereto recognize that the entry of a final decision
14	by a court of competent jurisdiction in Carson-Truckee Water Conservancy
15	District, et al., v. Secretary of the Interior et al., Civ. No. 76-152 BRT
16	may require modification of Stampede Reservoir operations by the Secretary
17	Should such modification occur which, in the opinion of the Secretary, may
18	result in either the impairment of or the impossibility of performance by
19	the Secretary under the terms and conditions of this contract, it is
20	understood and agreed that this contract may be amended or the entire con-
21	tract may be cancelled at the option of any party to this contract.
22	UNITED STATES TO BE HELD HARMLESS
23	7. (a) The W&P may at times be unable, as reasonably determined by
24	the Contracting Officer, to store District water in or release District

- 1 water from Stampede Reservoir. In no event shall any liability accrue
- 2 against the W&P or any of its officers, agents, or employees for any
- 3 damage, direct or indirect, therefrom.
- 4 (b) The W&P shall not be responsible for the control, carriage,
- 5 handling, use, disposal, or distribution of District stored water beyond
- 6 its release at Stampede Reservoir and the District and the City shall
- 7 hold the United States harmless on account of damage or claim of damage
- 8 of any nature whatsoever for which there is legal responsibility, including
- 9 property damage, personal injury or death arising out of or connected with
- the control, carriage, handling, use, disposal, or distribution of such
- 11 water.

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### CONTRACT PROVISIONS NOT TO AFFECT EXISTING RIGHTS

- 13 8. (a) Nothing in this contract shall affect the rights of the
- 14 District or the United States or any other party claiming rights to the
- 15 use of Carson and Truckee River water except for claims and rights arising
- 16 under this contract.
- 17 (b) Nothing herein shall be deemed to modify or affect the
- 18 Orr Water Ditch Decree.

### COMPLIANCE WITH RULES AND REGULATIONS

- 20 9. (a) The Secretary may from time to time promulgate rules and
- 21 regulations to implement the reclamation laws, The District and the City
- 22 agree to abide by such final rules and regulations lawfully adopted. This
- 23 contract is subject to all such lawful rules and regulations now or here-
- 24 after in force when not inconsistent with any express and specific provi-
- 25 sions herein. Such rules and regulations are made a part of this contract.

1	(b) The Secretary publishes in the Federal Register Operating
2	Criteria and Procedures (OCAP) for Coordinated Operation and Control of
3	the Truckee and Carson Rivers. The latest-published OCAP was published
4	in Vol. 44, No. 207, at P. 61267 of the Federal Register. The District
5	is contesting OCAP in the case, Truckee-Carson Irrigation District v.
6	Secretary of the Interior, Civ. No. R-34-74 BRT. It is understood and
7	agreed that nothing in the provisions of this contract shall be deemed to
8	be a waiver or modification by the Secretary of any of the terms and
9	conditions imposed by the Secretary's OCAP. It is equally understood
10	and agreed that nothing in the provisions of this contract shall be
11	deemed to be an acceptance by the District of any of the terms and conditions
12	imposed by the Secretary's OCAP.
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#### PENALTY FOR DELINQUENT PAYMENTS

 10. The District shall pay a penalty on installments or charges which become delinquent computed at the rate of 1% per month of the amount of such delinquent installments or charges for each day from such delinquency until paid: Provided, That no penalty shall be charged to the District unless such delinquency continues for more than 30 days in which event the penalty shall accrue from the initial date of delinquency.

### QUALITY OF WATER

ll. The operation and maintenance of Project facilities shall be performed in such manner as is practicable to maintain the quality of raw water made available through such facilities at the highest level reasonably attainable as determined by the Contracting Officer. The United States does not warrant the quality of water and is under no obligation to construct or furnish water treatment facilities to maintain or better the quality of water.

#### WATER AND AIR POLLUTION CONTROL

12. The District and the City, in carrying out this contract, shall comply with all applicable water and air pollution laws and regulations of the United States and the State of Nevada and shall obtain all required permits or licenses from the appropriate Federal, State, or local authorities.

### GENERAL OBLIGATION-BENEFITS CONDITIONED UPON PAYMENT

2 13. (a) The obligation of the District to pay the W&P as 3 provided in this contract is a general obligation of the District 4 notwithstanding the manner in which the obligation may be required 5 from the City and notwithstanding the default of the City in its 6 obligation to the District.

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(b) The payment of charges becoming due hereunder is a condition precedent to receiving benefits under this contract. No space will be made available to the District in Stampede Reservoir during any period in which the District may be in arrears in the advance payment of any charges due the W&P. The District shall not furnish water made available pursuant to this contract to parties which are in arrears in the advance payment of charges as levied or established by the District.

## ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED

14. The provisions of this contract shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this contract or any part or interest therein shall be valid until approved by the Contracting Officer.

#### OFFICIALS NOT TO BENEFIT

15. No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom. This restriction shall not be construed to extend to this contract if made with a corporation for its general benefit.

### CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

16. The expenditure or advance of any money or the performance of any work by the United States hereunder which may require appropriation of money by the Congress or the allotment of funds shall be contingent upon such appropriation or allotment being made. The failure of the Congress to appropriate funds or the absence of any allotment of funds shall not relieve the District from any obligations under this contract. No liability shall accrue to the United States in case such funds are not appropriated or allotted.

#### BOOKS, RECORDS, AND REPORTS

17. The District shall establish and maintain accounts and other books and records pertaining to its financial transactions, water use, and to other matters as the Contracting Officer may require. Reports thereon shall be furnished to the Contracting Officer in such form and on such date or dates as he may require. Subject to applicable Federal laws and regulations, each party shall have the right during office hours to examine and make copies of each other's books and official records relating to matters covered by this contract.

#### NOTICES

18. Any notice, demand, or request authorized or required by this contract shall be deemed to have been given to the W&P, District, City, and Service when mailed, postage prepaid, or delivered to the respective addresses: Regional Director, Mid-Pacific Region, Water and Power Resources Service, 2800 Cottage Way, Sacramento, California 95825; Truckee-Carson Irrigation District, P.O. Box 1356, Fallon, Nevada 89406; City of Reno, Attention: Sanitary Engineer, P.O. Box 1900, Reno, Nevada 89505; U. S. Fish and Wildlife Service, 4600 Kietzke Lane, Reno, Nevada 89502. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this article for other notices.

#### EQUAL OPPORTUNITY

- 19. During the performance of this contract, the District and the City agree as follows:
  - (1) The District and the City will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The District and the City will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following:

    Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The District and the City agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.
  - (2) The District and the City will, in all solicitations or advertisements for employees placed by or on behalf of the District and the City, state that all qualified applicants will receive consideration for employment without discrimination because of race, color, religion, sex, or national origin.
  - (3) The District and the City will send to each labor union or representative of workers, with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the said labor union or workers' representative of the District and the City's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The District and the City will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The District and the City will furnish all information and reports required by said amended Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Contracting Officer and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (6) In the event of the District and City's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the District and the City may be declared ineligible for further Government contracts in accordance with procedures authorized in said amended Executive Order, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The District and the City will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of said amended Executive Order, so that such provisions will be binding upon each subcontractor or vendor. The District and the City will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the District and the City become involved in, or are threatened with, litigation with a subcontractor or vendor as a result of such direction, the District and the City may request the United States to enter into such litigation to protect the interests of the United States.

- 20. (a) The District and the City agree that they will comply with the Title VI of the Civil Rights Act of July 2, 1964 (78 Stat. 241) and all requirements imposed by or pursuant to the Department of the Interior Regulation (43 CFR 17) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the District and the City receive financial assistance from the United States and hereby give assurance that they will immediately take any measures to effectuate this agreement.
- (b) If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the District and the City by the United States, this assurance obligates the District and the City, or, in the case of any transfer of such property, any transferee for the period during which the real property or structure is used for a purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance obligates the District and the City for the period during which they retain ownership or possession of the property. In all other cases, this assurance obligates the District and the City for the period during which the Federal financial assistance is extended to them by the United States.
- (c) This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts, or other Federal financial assistance extended after the date hereof to the District and the City by the United States, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The District and the City recognize and agree that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall reserve the right to seek judicial enforcement of this assurance. This assurance is binding on the District and the City, its successors, transferees, and assignees.

Ţ	IN WITNESS WHEREOF, the parties hereto have executed this	
2	contract as of the day and year first above written.	
3	THE UNITED STATES OF AMERICA	
4		
5	By Regional Director, Mid-Pacific Region Water and Power Resources Service	
6	INDEPORTED AS TO LEGAL	
7	ORM AND SIDERCENCY	
8	OFFICE ON REGIONAL SOLICITOR  DEPARTMENT OF THE INTERIOR  U. S. Fish and Wildlife Service	
9	Distriction of the second of t	
10		
11	TRUCKEE-CARSON IRRIGATION DISTRICT	
12	By (	
13	President	
14		
15	CITY OF RENO	
16	By Carbara Canett	
17	ATTEST:	
18	(SEAL) ATTEST: City/Clark	
19	Ci 100 1	
20	City Clark	
21	Attest:	
22	Secretary	
	APPROVED AS TO LEGAL FORM Forms J J.	
	CITY ATTORNEY	

SEP 8 1980

RESOLUTION NO. 3625

#### INTRODUCED BY COUNCILMAN MENICUCCI

RESOLUTION TO APPROVE A CONTRACT WITH THE DEPARTMENT OF THE INTERIOR FOR STORAGE OF WATER IN STAMPEDE RESERVOIR AND AUTHORIZING THE MAYOR TO SIGN THE DOCUMENT

WHEREAS, the City of Reno is required to supply flow augmentation waters under Condition 10(d) of EPA Grant No. C 320114-03, and

WHEREAS, a Contract referred to as R.O. 3/13-1980 between the United States Water and Power Resources Service, United States Fish and Wildlife Service, Truckee-Carson Irrigation District, and the City of Reno allows the storage of up to 10,000 acre feet of water in Stampede Dam to meet the flow augmentation of Condition 10(d) of EPA Grant No. C 320114 03 0.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Reno does hereby approve R.O. 3/13-1980 which authorizes the storage of up to 10,000 acre feet of water in Stampede Dam at a cost of \$3.30 per acre foot of water stored;

BE IT FURTHER RESOLVED that the Council does authorize the Mayor of the City of Reno to sign R.O. 3/13-1980.

On motion of Councilman Greene , seconded by
Councilman Menicucci , the foregoing Resolution was passed
and adopted this <u>8th</u> day of <u>September</u> , 1980, by the following
vote of the Council:
AYES: GREENE MENICUCCI PINE SPOON BETWEETT
NAYS: NONE
ABSTAIN: NONE ABSENT: WALLACE, McCLELLAND
APPROVED this 8th day of September, 1980.
MAYOR OF THE CITY OF RENO

ATTEST:

CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF RENO, NEVADA

CITY OF RENO

SE STARY ENGINEER

# \* RESOLUTI(

WHEREAS, THE CITIES OF RENO AND SPARKS ARE UPGRADING
AND EXPANDING THE RENO-SPARKS JOINT WATER POLLUTION CONTROL PLANT
PURSUANT TO A FUNDING GRANT FROM THE ENVIRONMENTAL PROTECTION
AGENCY; AND

WHEREAS, THE JOINT WATER POLLUTION CONTROL PLANT EXPAN-SION WILL BE ACCOMPLISHED IN TWO STAGES: (1) THE EARLY START PROJECT AND (2) THE MASTER PROJECT; AND

WHEREAS, THE GRANT REQUIRES THAT A WATER SUPPLY BE
AVAILABLE TO USE AS FLOW AUGMENTATION IF SUCH BECOMES NECESSARY
TO INSURE THAT THE CURRENT WATER QUALITY I.: THE TRUCKEE RIVER
IS NOT DEGRADED DURING THE EARLY START PROJECT; AND

WHEREAS, THE TRUCKEE CARSON IRRIGATION DISTRICT HAS OFFERED TO STORE 10,000 ACRE FEET OF ITS WATER, IF AVAILABLE FROM THE LITTLE TRUCKEE RIVER, IN STAMPEDE RESERVOIR TO BE USED BY THE CITIES FOR FLOW AUGMENTATION PURPOSES; AND

WHEREAS, WATER AND POWER RESOURCES SERVICE IS WILLING TO FURNISH EXCESS STORAGE SPACE IN SAID RESERVOIR FOR STORAGE OF DISTRICT WATER PROVIDED SAID STORAGE SPACE IS AVAILABLE;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TRUCKEE-CARSON IRRIGATION DISTRICT THAT THE SHORT TERM

CONTRACT FOR STORAGE SPACE IN STAMPEDE RESERVOIR, R.O. DRAFT

3/13-1980 BE AND IT HEREBY IS APPROVED AND THE PRESIDENT OF SAID

BOARD OF DIF. TO AUTHORIZED TO EXECUTE ALL AGREEMENT IN ITS BEHALF.

PROPOSED AND ADOPTED THIS 8TH DAY OF SEPTEMBER, 1980.

THOSE VOTING AYE:	JOE SERPA, JR.
	ERNEST SCHANK
	ELBERT MILLS
•	TED DEBRAGA
	LARRY R. MILLER
	REX WORKMAN
	Thomas Cook

THOSE VOTING NAY:

NONE

TRUCKEE-CARSON IRRIGATION DISTRICT
BOARD OF DIRECTORS

BY: Jane
PRESIDENT

ATTEST:

SECRETARY